

year eighteen hundred and thirty, make to the said Thomas Claggett, on or before the first day of October, eighteen hundred

*Weatherby*, 52 Md. 442. To restrain an actor from performing at another theatre, in violation of his contract, refused. *Hahn v. Concordia Society*, 42 Md. 460. To restrain issue of mortgage bonds of a railroad at instance of holders of income bonds refused. *Garrett v. May*, 19 Md. 177.

XVI. INJUNCTIONS IN CASES BETWEEN LANDLORD AND TENANT. As to restraining waste by a tenant see this note *supra*, sec. II. A sub-lessee may be restrained from violating the stipulations in the original lease, without making the lessee a party. *Maddox v. White*, 4 Md. 72. A tenant constructed certain marine railways at great expense upon the demised premises, with the knowledge of his landlord. The tenant held under a lease from year to year and repeatedly asked his landlord for a more permanent lease who as often refused, and afterwards gave notice to quit. *Held*, that the tenant had no equity to an injunction to restrain the landlord from proceeding to gain possession. *West v. Flannagan*, 4 Md. 36. Where a tenant fails or refuses to re-deliver possession, or being a trespasser so refuses, or being in possession under a contract of renting, refuses to pay the rent due, the remedy is at law and not in equity by injunction. *Hubbard v. Mobray*, 20 Md. 165. A landlord cannot maintain a bill for an injunction and receiver against his tenant merely because the latter is a bad manager and insolvent. *Blain v. Everitt*, 36 Md. 82.

A bill by the assignee of the original lessee of property for an injunction to restrain the landlord from proceeding by distraint to collect certain rent claimed by him to be due, charged that the rent had been paid to the landlord by his lessee as was evidenced by an account furnished by the former to the latter. The account was not exhibited with the bill, nor was a reason given for its non-production. The injunction issued as prayed. On appeal, *held*, 1. That to support the averment of payment the account should have been exhibited or some satisfactory reason assigned for its non-production, and in the absence of such *prima facie* proof the injunction ought not to have been granted. 2. That the injunction ought not to have been granted because complainant had a full, adequate and complete remedy at law by an action of replevin, or of trespass, or by a special action on the case, and by a suit against his assignor for a breach of the contract to pay the rent. *Banks v. Busey*, 34 Md. 437. Injunction to restrain landlord from tearing down the demised premises refused. *Johnston v. Glenn*, 40 Md. 200. Injunction to prevent tenant from removing fixtures refused. *Gallagher v. Shipley*, 24 Md. 427.

XVII. MISCELLANEOUS CASES. Equity has jurisdiction to grant an injunction restraining defendant from disposing of a single bill, purporting to be the single bill of complainant and alleged by him to be a forgery. *Dennison v. Yost*, 61 Md. 140. The specific legatee of a chattel of peculiar value has an equity to restrain the executor, who is also the heir-at-law, from applying that chattel to the payment of debts for the purpose of protecting his inheritance, the creditors being passive and content to take payment out of either fund. *Alexander v. Worthington*, 5 Md. 472.

Injunction granted at the instance of remainder-man to prevent life-tenant of personal property from removing it from the State. *Somerville v. Johnson*, 1 H. & McH. 348. Cf. *Abercrombie v. Riddle*, 3 Md. Ch. 331. Injunction granted to enforce compensation for improvements made by a *bona fide* holder